



**Carrollton City Schools Board of Education
School Nutrition Program**

Produce Procurement Plan

**Invitation for Bid
IFB #SY2024-001**

Final Date for Written Questions: May 22, 2023

Bid Due Date and Time: May 30, 2023 by 3:00 p.m.

Bid Due Location: Carrollton City Board of Education, School Nutrition Department
Attn: Laura Malmquist, Director
106 Trojan Drive
Carrollton, GA 30117

Bid Opening Date and Time: May 31, 2023 at 9:00 a.m.

Bid Opening Location: Carrollton City Board of Education, School Nutrition Department
106 Trojan Drive
Carrollton, GA 30117

The SY2024 Produce Procurement Plan Renewal contained on the following pages will be implemented on July 1, 2023, from that date forward until June 30, 2024. All procurements must adhere to free and open competition.

Chairman, Board of Education

Date

Superintendent

Date

CONTENTS

Definitions

Section 1 - Transmittal Page

Section 2 - Standard Terms and Conditions

Section 3 - Special Terms and Conditions

Section 4 - Attachments

Attachment A: Vendor Contract Signature Page

Attachment B: Specifications and Quote Sheet

Attachment C: Vendor Bid Form

Attachment D: Delivery Sites

Attachment E: Lobbying Form & Disclosure

Attachment F: Debarment and Suspension

Attachment G: Bid Exception Form

Attachment H: Anti-Collusion Affidavit

Attachment I: Vendor Affidavit

Attachment J: Vendor Reference Form

Attachment K: Food Recall

Attachment L: Civil Rights Assurance

DEFINITIONS

Addendum - A change, addition, alteration, correction, or revision to a bid or contract document.

Bidder - A firm, individual, or corporation submitting a bid in response to the IFB.

Bid Unit - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage, and the extended cost shall be stated in the terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

BOE - Local Board of Education

Contract Documents - Consist of the agreement between the BOE/SNP and the Vendor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the agreement, and modifications issued after execution of the contract.

Damaged Item - Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

Dry Food Product - A dry product that does NOT require freezing or refrigeration.

Invitation for Bid (IFB) - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible bidder whose bid is lowest in price and meets the specifications of the bid. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bid.

NSLP - National School Lunch Program

Pack Size - With some items, the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for the purchase unit.

Purchase Unit - The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

SBP - School Breakfast Program

SFA - School Food Authority

SNP - School Nutrition Program

Solicitation - A document used by the BOE/SNP to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the offerors or bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

Vendor - The provider of the goods and/or services under the contract.

SECTION 1

TRANSMITTAL PAGE

The Carrollton City Board of Education School Food Authority (BOE/SFA) is requesting sealed bids for School Nutrition for produce for SY2024 to be used in Carrollton City Schools cafeterias. Bids are due by the date, time, and location shown on the first page of the Invitation to Bid.

Sealed bids shall be mailed or delivered to the Carrollton City Schools Board of Education, School Nutrition Program, 106 Trojan Drive, Carrollton, GA 30117. Documents should be enclosed in a sealed envelope and marked "IFB for Produce".

Bidders may find solicitations by going to www.carrolltoncityschools.net.

Questions regarding this Invitation for Bid shall be directed to Laura Malmquist, Director of School Nutrition by email at laura.malmquist@carrolltoncityschools.net.

Intent

It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful bidder(s) shall be responsible to continue to supply and deliver products to the Carrollton City Board of Education, School Nutrition Program.

The SFA is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list in Attachment B. The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.

The SFA reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the SFA.

I. Contract Time Period

- a. **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence and terminate on the dates specified on the Invitation To Bid.
- b. **Extension Option** - The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form.
- c. **Renewal Option** - This contract may be renewed by mutual agreement of both parties in written form up to (4) one year terms under the same terms and conditions based on vendor performance.

II. Bid Submission Procedures

The Carrollton City SFA is not liable for any costs incurred by the bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the bidder in responding to this IFB are

entirely the responsibility of the bidder and shall not be reimbursed in any manner by the School Nutrition Program.

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked as shown on page 1 of this document entitled **"IFB # SY2024-001 for Carrollton City School Nutrition"**.
- b) Bids must be received by the SFA no later than the date and time shown on page 1 of this document entitled Invitation for Bid.
- c) Late bids shall not be accepted. The Carrollton City SFA shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the location as stated above. Emailed and/or faxed bids are not acceptable and will not be considered for Sealed Bids. An Excel or Google Spreadsheet electronic copy or paper copy of the bid Quote Sheet, along with any alternate or required information, must be included inside the sealed bid package.
- d) If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents, the bidder, in the SFA's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the SFA.
- e) The SFA has the right to waive any and all informalities.

Bid Opening Date/Time/Location

Bids will be opened at the date, time, and location specified on page 1 of this document entitled Invitation For Bid (IFB).

Award Determination Statement

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm, fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the Board of Education.
- c) The School Nutrition Program will award the contract to the lowest responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the IFB, approximately sixty (60) days of opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period. The School Nutrition Program reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the School Nutrition Program to the successful bidder(s) after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bid, the contract between the bidder and the SFA shall be drafted from (a) the IFB addenda, (b) the selected bid response to the IFB by the bidder and any attachments thereto, and copy all written communications between the SFA and the bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

Locally Grown Produce

Carrollton City Schools participates in Georgia "Farm to School" initiatives and requests the contractor to work diligently to procure locally and regionally grown produce when it is available and in season. "Locally grown" includes the state of Georgia and those states touching Georgia.

System Contact Information

- a) This Invitation for Bid (IFB) is issued by the Carrollton City SFA. All inquiries, clarifications, or interpretations regarding this IFB should be directed by email to:

Laura Malmquist, Director of School Nutrition

Carrollton City Schools

laura.malmquist@carrolltoncityschools.net

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The SFA will accept only written inquiries regarding this IFB until the date shown on page 1 of this document entitled Invitation For Bid, in order for a reply to reach all bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Vendor Contact Information

Vendor's Company Name	
Street Address	
City, State, Zip	
Contact Person	
Phone Number	
Email Address of Contact Person	

SECTION 2

STANDARD TERMS AND CONDITIONS

This contract between the Carrollton City SFA and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable Federal regulations.

Lobbying Certificate (for bids over \$100,000)

Per 2 CFR 200 Appendix II Section I - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Debarment and Suspension Verification (for bids over \$25,000)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The vendor certifies that the vendor and/or any of its sub vendors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The vendor will immediately notify the School Food Authority if the vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity. See Attachment F.

By signing this agreement, the vendor is testifying that they are not debarred, suspended, or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220)

must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contain the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American Statement (Food Only)

Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act - 7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast program (SBP) in the contiguous United States to purchase, to maximum extent practical, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term "domestic commodity product" means (i) an agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Documentation must be received that requests (1) Consideration on the use of domestic alternative foods before approving an exception, (2) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food, and (3) The use of a non-domestic alternative food due to the domestic good not produced or manufactured in sufficient and reasonable quantities of a satisfactory quality.

Exceptions to the Buy American Provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 5 days prior to delivery. The request must include (1) Alternative substitute(s) that are domestic and meet the required specifications: (a) Price of the domestic food alternative substitute(s) and (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered. (2) Reason for exception: limited/lack of availability or price (include price): (a) Price of the domestic food product; and (b) Price of the non-domestic product that meets the required specification of the domestic product."

Remedy for Non-Performance/Termination of Contract

- a) **Immediate Termination-** This contract will terminate immediately and absolutely if the Carrollton City School Nutrition Program determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Carrollton City SFA cannot fulfill its obligations under the contract, which determination is at the sole discretion of Carrollton City SFA and shall be

conclusive. Further, the Carrollton City SFA may terminate the contract for any one or more of the following reasons effective immediately without advanced notice:

- (i) In the event the vendor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- (ii) The Carrollton City SFA determines that the actions, or failure to act, of the vendor, its agents, employees, or sub vendors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
- (iii) The vendor fails to comply with the confidentiality laws or provisions; and/or
- (iv) The vendor furnished any statement, representation, or certification in connection with the contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.

(b) Termination for Cause - All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the Carrollton City SFA to declare the vendor in default of its obligation under the contract:

- (i) The vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the SFA's satisfaction, any material requirement of the contract or in violation of a material provision of contract, including, but without limitation, the express warranties made;
- (ii) The SFA determines that satisfactory performance of the contract is substantially endangered or that a default is likely to occur;
- (iii) The vendor fails to make substantial and timely progress toward performance of the contract;
- (iv) The vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the vendor terminates or suspends its business; or the Carrollton City SFA reasonably believes that the vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal and state law;
- (v) The vendor has failed to comply with applicable federal, state, and local laws, rules, ordinances, and regulations and orders when performing within the scope of the contract;
- (vi) The vendor has engaged in conduct that has or may expose the Carrollton City Schools SFA or the state to liability, as determined in the Carrollton City SFA's sole discretion; or
- (vii) The vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Carrollton City SFA, the state, or a third party.

(c) Notice of Default - If there is a default event caused by the vendor; the Carrollton City SFA shall provide written notice to the vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Carrollton City SFA's written notice to the vendor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Carrollton City SFA may:

- (i) Immediately terminate the contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting vendor, and/or,
- (iii) Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

(d) Termination Upon Notice -Following thirty (30) days written notice, the Carrollton City SFA may terminate the contract in whole or in part without the payment of any penalty or incurring any further obligation to the vendor. Following termination upon notice, the vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the contract to the Carrollton City SFA up to and including date of termination.

(e) Termination Due to Change in Law - The Carrollton City SFA shall have the right to terminate this contract without penalty by giving 30 days written notice to the vendor as a result of the following:

- (i) The Carrollton City SFA's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Carrollton City SFA; and/or;
- (ii) The Carrollton City SFA's duties are substantially modified.

(f) Payment Limitation in Event of Termination -In the event of termination of the contract for any reason by Carrollton City SFA, the SFA shall pay only those amounts, if any, due and owing to the vendor for goods and services actually rendered up to and including the date of termination of the contract and for which the Carrollton City SFA is obligated to pay pursuant to the contract or purchase instrument. Payment will be made only upon submission of invoices and proper proof of the vendor's claim. This provision in no way limits the remedies available to the Carrollton City SFA under the contract in the event of termination. The Carrollton City SFA shall not be liable for any costs incurred by the vendor in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

(g) The Vendor's Termination Duties - Upon receipt of notice of termination or upon request of the Carrollton City SFA, the vendor shall:

- (i) Cease work under the contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within 30 days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions

- resulting there from, and any other matters the Carrollton City SFA may require;
- (ii) Immediately cease using and return to the Carrollton City SFA, any personal property or materials, whether tangible or intangible, provided by the Carrollton City SFA to the vendor;
 - (iii) Comply with the Carrollton City SFA's instructions for the timely transfer of any active files and work product by the vendor under the contract;
 - (iv) Cooperate in good faith with the Carrollton City SFA, its employees, agents, and vendors during the transition period between the notification of termination and the substitution of any replacement vendor; and
 - (v) Immediately return to the Carrollton City SFA any payments made by the Carrollton City SFA for goods and services that were not delivered or rendered by the vendor.

HUB (Historically Underutilized Business) Statement

It is the intent of the Carrollton City Schools Board of Education/SFA to provide maximum practical opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, women and minority - owned business sources will not be given unfair advantage when evaluating competitive purchases (i.e. small purchase procedures, sealed bids, competitive proposals, or non competitive proposals (2 CFR 200.321). Positive efforts include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime vendor, if subcontracts are to be let, to take the affirmative steps listed in sections (i) through (v) of this section.

Equal Employment Opportunity Compliance Statement (for bids over \$10,000)

In accordance with Federal Law and the U.S. Department of Agriculture policy, the Carrollton City School System does not discriminate on the basis of race, color, gender, religion, national origin, age, disability, marital status, or sexual orientation in any of its employment practices, educational programs, services, or activities.

The vendor, by submission of a bid or acceptance of a contract, agrees to provide the goods and services covered under the bid without discrimination in any way against any persons or refuse employment of any person or persons due to race, color, religion, national origin, or gender.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877 - 8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Equal Employment Opportunity - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60 - 1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964 - 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")

Energy Policy and Conservation Act Statement

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat 871).

Clean Air/Clean Water Statement

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. The vendor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication indicating that any of the vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Civil Rights Statement and Assurance

(See Attachment)

Record Retention and Access Clause

The vendor shall maintain books, records, and documents in accordance with generally

accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Carrollton City Schools Board of Education, School Nutrition Program throughout the term of the contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The vendor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to the contract, wherever such records may be located during normal business hours. The vendor shall not impose a charge for audit or examination of the contractor's books and records. If an audit discloses incorrect billing or improprieties, the State and/or the Carrollton City Schools Board of Education reserves the right to charge the vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

Bid Protest Procedures

A protest shall comply with and be resolved according to the state of Georgia or local code and administrative procedures. All protests shall be in writing and shall be delivered to the Carrollton City Board of Education addressed to the individual listed in the contact information section. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of any award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the purchasing agency and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested.

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

The Carrollton City Schools Board of Education shall in all instances disclose information regarding protests to the state agency.

Non-Collusion Statement

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect." See Attachment H

Code of Conduct

The following conduct will be expected from all persons who are engaged in the procurement process that uses School Nutrition Program funds including award, administration of contracts, and receipt of products. No employee, officer or agent of the Carrollton City Schools Nutrition program shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, officer, or agent;
- Any member of his/her immediate family;
- His or her partner;
- An organization which employs or is about to employ one of the above;

The Carrollton City Schools Nutrition employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements; and the purchase of any food or service from a vendor for personal use is prohibited; and the removal of any food, supplies, equipment, or school property, such as records, recipe books, supplies, and the like is prohibited; and outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Carrollton City Board of Education and an outside agency. Individual sales by any school person to an outside agency or other school person is prohibited.

Penalties for violation of the standards of code of conduct of the Carrollton City Schools Nutrition Program should be:

- Reprimand by Board of Education
- Dismissal by Board of Education
- Any legal action necessary

The Carrollton City Board of Education SFA will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

Duty to Examine

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

Exceptions to Terms and Conditions

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

Velocity Report

Vendor shall supply a velocity report to the School Nutrition Director upon request. It must include year to date totals of individual items purchased.

Vendor Affidavit

Vendor verifies its compliance with O.C.G.A. 13-10-91 and is authorized to use and uses the federal work authorization program commonly known as E-Verify, by completing Attachment I.

Section 3

Special Terms and Conditions

HACCP (Hazard Analysis Critical Control Point) Requirements

The BOE/SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by vendors and their manufacturers. A copy of the plan should be submitted with the original bid as verification that a written HACCP plan is followed.

Vendors must have a Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

- Traceability systems in place from receipt of commodity product to delivery of processed items to designated delivery site.
- Provision of 24/7 accessibility to vendor staff in the event of food/USDA Hold/Recall
- Public notification capability on website to provide updates on food/USDA Hold and Recall data for customers.

Vendor shall provide the ability to Carrollton City of conducting a mock recall for a product once a year.

Vendor will be responsible for all costs associated with replacement of recalled products, including but not limited to labor, shipping charges and product credit.

Proprietary Information

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such cases, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within 10 calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the 10 calendar day period, the information will be released, and the school district shall not be held liable.

Trade Name, Labels, and Other Requests

(i) All items shall be properly labeled. No private labels will be accepted on commercial products.

(ii) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables. Provide information on a flash drive separate from the bid and marked "Nutritional Information" or website access must be provided, complete with login information and web address for access to nutrition information at the time the bid is submitted.

(iii) In the event of loss of state or federal funds due to vendor failure to meet CN Label/Product Analysis requirements, the vendor shall reimburse losses to Carrollton City Schools.

Equivalent/Alternate Products

Equivalent/alternate products must be utilized on items where brand name is specified, provided the quality, grade and/or performance of the proposed meets or exceeds the specifications as indicated within the bid specifications for each item. Samples of alternate products shall be provided upon request as indicated below.

Method of Payment and Pricing Information

(i) Prices - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustments provisions will be rejected.

Price escalation language:

- Vendors may petition for increases in the invoice price no more than once during the contract period (1 year).
- Vendors may petition for an increase based on an emergency created by unusual market conditions.
- Petitions for increases shall be received by the school district a minimum of 15 days prior to the effective date.
- Petitions for increases shall be based on the cost of product only.
- Approval or rejection of requested increases will be based on third party market bulletins.
- Market research from the following publications is given blanket approval:
 - The Food Institute Report
 - Urner Barry's Price Content
 - Urner Barry's National Provisioner Yellow Sheet
 - Urner Barry's HRI-Buyer's Guide
 - Vance Publishing Pronet Reports
- Vendors may propose an alternate market research source. The school district will decide on the alternate source based on the experience of the firm, the market research methodology, and references provided by the market research firm.
- If a petition for an increase is not covered by a third-party market bulletin, the school district may request that the vendor obtain new price quotes from several sources.
- The vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.

(ii) The vendor warrants that the bid price(s), terms, and conditions stated in his/her renewal will remain firm for the entire contract period.

(iii) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses listed in the contract.

(iv) Prices will not include Federal Excise tax or State Sales tax.

(v) Carrollton City BOE/SFA will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the SFA. Advance billing is not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and

payment will be made within thirty (30) days under conditions noted above.

(vi) Invoices, at a minimum, shall consist of the following information:

- Delivery location and date of delivery
- Item description and cost
- Extended cost for total quantity delivered
- Total cost of all products delivered

(vii) Monthly statements will be broken down by school and the invoice should be mailed to:

Carrollton City Schools Nutrition Program

Laura Malmquist, Director

106 Trojan Drive

Carrollton, GA 30117

Method of Shipment/Delivery

- Orders and Deliveries - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on school holidays. No partial deliveries will be accepted.
- All orders are to be delivered on Monday and Wednesday(s).
- All deliveries are to be made to Carrollton Elementary School, Carrollton Upper Elementary School, Carrollton Middle School, and Carrollton High School. See Attachment D for delivery addresses.
- In an emergency situation in which the SFA requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the SFA has the option to purchase those goods from another source with no penalty to either party.
- Delivery schedules that fall on a school holiday will be made the following school day unless other arrangements have been made and agreed upon by both parties.
- Delivery of refrigerated/frozen products must be made in a well maintained refrigerated/freezer truck. All deliveries shall be placed in the designated area as specified by the manager or designee.
- Under no circumstances may a delivery be left outside of the building. Deliveries must be received as specified by a designee of the nutrition department.

Evaluation Factors

- Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the BOE/School Nutrition Program's discretion, a bid may be eliminated from consideration for failure to comply with any required specifications, depending on the nature or extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the bidder to provide, in the BOE/SNP's opinion, the best overall solution to meet the BOE/SNP's specifications.
- The School Nutrition Program reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the School Nutrition Program.

Substitution Clause

Shipment of items with brand name or specifications other than those listed on the bid shall be rejected to the vendor at the vendor's expense unless prior arrangements have been made with the Director of School Nutrition. Substitutions may only be made with prior approval of the School Nutrition Director. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions are to be priced at the same cost as the original awarded item unless the vendor is able to offer a price lower than the bid price.

Additional Bid Instructions

- Bid Modifications - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the bidder to disqualification. The School Nutrition Program reserves the right to request information or respond to inquiries for clarification purposes only.
- Bid withdrawal - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the Director of School Nutrition before the bid opening deadline June 1, 2021. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- Addendum - If clarification of the specifications/instructions is required, the request shall be made in writing not later than the time and date specified on page 1 of the IFB. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addendum will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this period, the date and time of bid opening will be delayed to allow issuing an addendum.
- Bid examination
 - Bidders should carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the bidder of responsibility nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
 - Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid, the bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.
- As part of the IFB process, the School Nutrition Program requires suppliers to submit business references with this solicitation. The purpose of these references is to provide the SNP with additional information which may be used in the award process. References listed may be contacted for information regarding their experience with the vendor. **See Attachment J.**
- **Rejection or Disqualification of bids**
 - A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures),

- which are not initialed and dated, may be rejected as non-conforming.
- The School Nutrition Program reserves the right to waive a bid's minor irregularities if rectified by the bidder within three business days of the School Nutrition Program issuance of a written notice of such irregularities.
- The BOE/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.
- Issuance of this IFB in no way constitutes a commitment by the School Nutrition Program to award a contract. The BOE/SNP reserves the right to accept, reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the BOE/SNP.
- Any bidder who has demonstrated poor performance during a current or previous agreement with the BOE/SNP may be considered a non-responsible bidder and their bid may be rejected. The BOE/SNP reserves the right to exercise this option as is deemed appropriate and/or necessary.
- The BOE/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the BOE/SNP.
- **Evidence of Financial Capabilities** - After the bid opening, bidders must be prepared to present suitable evidence of their financial standing within three business days if requested by the School Nutrition Program. This evidence would include an income statement, balance sheet, and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.
- **Offer Acceptance Period** - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

Ordering Information

- **Credit** - A credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable items will be made no later than the next delivery date.
- **Inspection** - Upon delivery of product(s), the item(s) will be inspected by the school/SNP, and if found to be defective or failing in any way to meet specifications as indicated, the item(s) may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected products must be picked up no later than the next delivery date.
- **Emergency Orders** - In an emergency situation in which the BOE/SNP requires delivery in less than two days and the contractor can not provide the supplies within two days, the BOE/SNP has the option to purchase those supplies from another source with no penalty to either party.
- **Estimated Quantities** - The quantity is identified as "estimated" and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the BOE/SNP be responsible for ordering/paying for the resulting difference.

Amendments and Modifications of Contract

The contract between the BOE/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed and agreed upon by both parties.

Assignment

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreement with the BOE/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the BOE/SNP.

Independent Vendor and Indemnity

The vendor shall act as an independent vendor and not as an employee of the BOE/SNP. Vendor agrees to indemnify and hold harmless the BOE/SNP, its elected officials, and its employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of the vendor, its sub vendors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract.

Time of Performance

- Notwithstanding any delay in the preparation and execution of the formal contract agreement, the vendor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on "Start Date" shown on page 1 of this document entitled "Invitation for Bid".
- The contractor must comply with the time of performance.

Force Majeure

If the School Nutrition Program, in its reasonable discretion, determines that the Force Majeure Event is likely to delay the vendor's performance for more than thirty days, the School Nutrition Program reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the School Nutrition Program's obligation to pay the vendor for work already completed by the vendor and the vendor's warranty for work already completed.

The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure include acts of God, fire, flood, or other similar occurrences beyond the control of the vendor or the school district.

Evidence of Insurance

- The vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workman's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- Prior to commencement of performance of this agreement, the vendor shall furnish to the BOE/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Carrollton City Schools Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be canceled without ten days advance written notice to the School Nutrition Program. Such certificate shall be issued to: Carrollton City Schools Board of Education, Nutrition Department, 106 Trojan Drive, Carrollton, Georgia 30117.
- Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the vendor, whichever shall occur later.

Exceptions

A bid submitted in response to the IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a bidder takes exception to such provisions. To take exception to a provision of this IFB, the bidder must clearly identify in the "Bid Exception Form" (a) the number and title of each section of this IFB that the bidder takes exception to; (b) the specific sentence within such section that the bidder takes exception to; and (c) any alternate provision proposed by the bidder. See Attachment G

Warranty

The vendor shall fully warrant all products furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, vendor shall replace any damaged or inferior product in a timely manner to minimize the disruption of the BOE/SNP's operations.

Gifts and Gratuities

Acceptance of gifts from vendors and the offering of gifts by vendors is prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation gifts or gratuities.

SAMPLES: The School Nutrition Program reserves the right to request samples of any/all items indicated on the bid schedule. Samples shall be provided within five business days upon request. It will be the responsibility of the supplier to incur all costs associated with the request of samples.

Severability

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

Waiver and Rejection Rights

Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- Waive any immaterial defect or informality
- Reject any and all offers or portions thereof; or
- Cancel a solicitation

Release from Contract

In the event the market for a product covered by this request escalates to a point that the vendor is delivering a product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The

decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

Food Recalls

The vendor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The vendor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the Nutrition Director and Designee and assurance that unsafe products are identified and removed from the SFA sites in an expedient, and efficient manner. The vendor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

The vendor will provide contact information for the food recall contact person and the backup person's contact information to the School Nutrition Director or designee.

Recall Contact Information for Carrollton City Schools

Director's Name: Laura Malmquist	Backup Contact Name: Jill Horsley
Director's Email Address: laura.malmquist@carrolltoncityschools.net	Backup Contact Email Address: jill.horsley@carrolltoncityschools.net
Director's Phone Number: 770-832-9633 ext 3003	Backup Contact Phone Number: 770-832-9633 ext 3023

Biosecurity

The vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and the Inspection Service. The vendor will define their biosecurity policy and procedures on a separate document to be submitted along with the bid.

ATTACHMENT A
Contract Signature Page
VENDOR CONTRACT AGREEMENT

We have carefully examined, fully understand, and agree to abide by the general terms and conditions in furnishing produce listed in the bid to Carrollton City Schools.

We propose to enter into a contract to furnish and deliver the items as specified and at the prices quoted and shall be binding for the period stipulated. Termination of this contract will be immediate if the vendor fails to meet the requirements established herein. Any other termination shall be accepted only upon the written agreements of both parties.

It is understood that all prices quoted include any and all delivery charges to the designated schools.

Vendor

Vendor's Full Legal Name	
Authorized Signature	
Printed Name and Title of Person Signing	
Date	
Company Address	
Email Address of Contact Person	

Carrollton City Schools Nutrition

Authorized Signature	
Printed Name and Title of Person Signing	Laura Malmquist, Director of Nutrition
Date	
Address	106 Trojan Drive Carrollton, Georgia 30117

Attachment B

Specifications and Quote Sheet

Item Number	Item Description	Preferred Unit	Unit	Price
<i>Produce Item</i>				
1	Apples, fuji, US fancy, well colored, no bruising, no broken skins or internal breakdown or browning, case pack	Case - 125 - 140 count		
2	Apples, golden delicious, US fancy, well colored, no bruising, no broken skins or internal breakdown or browning, case pack	Case - 125 - 140 count		
3	Apples, gala, US fancy, well colored, no bruising, no broken skins or internal breakdown or browning, case pack	Case - 125 - 140 count		
4	Apples, granny smith, US fancy, well colored, no bruising, no broken skins or internal breakdown or browning, case pack	Case - 125 - 140 count		
5	Apples, pink lady, US fancy, well colored, no bruising, no broken skins or internal breakdown or browning, case pack	Case - 125 - 140 count		
6	Apples, cameo, US fancy, well colored, no bruising, no broken skins or internal breakdown or browning, case pack	Case - 125 - 140 count		
7	Avacado, dark leathery skin, mostly ripe, bright green fruit			
8	Bananas, uniform shape and #4 color	Case - 40 lbs		
9	Bananas, petite, uniform shape and color	Case - 40 lbs		
10	Blueberries, large, US no 1, pint package	Pint pack		
11	Broccoli florets, US no 1, bud clusters should be firm and compact with an even dark green color, no yellow florets. Packed in gas permeable packaging.	3# bags		
12	Broccoli florets, US no 1, bud clusters should be firm and compact with an even dark green color, no yellow florets. IW 50/2 oz	IW 50/2 oz		

13	Cabbage, domestic, US no 1, green, round, well formed, even in color, compact leaves	case		
14	Cabbage, domestic, US no 1, green, round, well formed, even in color, compact leaves	each		
15	Cabbage, domestic, US no 1, green, chopped, stemless	5# bag		
16	Cabbage, red, US no 1, round, well formed, even colored, compact leaves	each		
17	Cantaloupe, US no 1, well shaped, creamy yellow thick rind covered with yellow netting, peach colored flesh	case		
18	Cantaloupe, US no 1, well shaped, creamy yellow thick rind covered with yellow netting, peach colored flesh	2 pk		
19	Carrots, baby, peeled, firm, smooth exterior, orange in color, closely trimmed, bulk	5# bags		
20	IW Carrots, baby/medium, firm, smooth exterior, orange in color, closely trimmed; packed 100/2.6 oz bags per case	2.6 oz bags		
21	IW Carrots, baby/medium, firm, smooth exterior, orange in color, closely trimmed; packed 100/2.0 oz bags per case	2.0 oz bags		
22	Carrot, sticks, US no 1, approx 2" in length, uniform size, orange to red orange in color, bulk packed in 5# packs	5# bags		
23	Carrots, shredded, bright orange in color			
24	Carrots, rainbow, baby, bulk packed	5# bag		
25	Cauliflower, floret, US no 1, creamy white color	3# bag		
26	Cauliflower, head, US no 1, creamy white color	2 ct pack		
27	Cauliflower, carnival, US no 1, multi color	2 ct pack		
28	Cauliflower, carnival, US no 1, multi color	case		
29	Celery sticks, US no 1, full ribs, 3" in length, uniform size, light green in color, firm, fresh, 5# bag	5# bag		

30	Celery sticks, US no 1, full ribs, 3" in length, uniform size, light green in color, firm, fresh	case		
31	Celery stalk, US no 1, light green in color, firm, fresh			
32	Cilantro, fresh, clean, bright green leaves firmly attached to stems			
33	Clementine, US no 1, small, oval, smooth skin, deep orange in color	case		
34	Cole slaw mix with shredded carrots and red cabbage, vacuum packed, 5# bags	5# bags		
35	Collard greens, US no 1, fresh, cleaned and trimmed, chopped, fairly tender	5# bag		
36	Collard greens, US no 1, fresh, cleaned and trimmed, chopped, fairly tender	case		
37	Cucumbers, US no 1 green, medium size, firm, well shaped, even dark green in color, uniform size			
38	Eggs, fresh, large, packed 1 dozen			
39	Eggs, fresh, large, packed 15 dozen	case		
40	Grapes, red, firm, seedless	case		
41	IW grapes, red, seedless, firm, 50/2 oz	50/2 oz		
42	Grapes, white, firm, seedless	case		
43	IW grapes, white, seedless, firm, 50/2 oz	50/2 oz		
44	Grapefruit, red, US no 1, medium in size, firm, well shaped	case		
45	Greens, turnip, US no. 1, fairly tender, clean, stemless, chopped, 5# bag	5# bag		
46	Honeydew, US no. 1, well shaped, smooth, creamy yellow rind, light green, sweet flesh	case		
47	Honeydew, US no. 1, well shaped, smooth, creamy yellow rind, light green, sweet flesh	2 pk		
48	Kale, green in color, tender	3 pk		
49	Kiwi, US no. 1, plump, unwrinkled, no visible signs of damage to exterior	single layer pk		
50	Lemons, choice, medium in size, yellow in color	Dz pack		
51	Lettuce, green leaf, crisp, well colored, 3 pack	3 pack		

52	Lettuce, green leaf, crisp, well colored, case	case		
53	Lettuce, iceberg, shredded, crisp, well colored	5# bag		
54	Lettuce, iceberg, shredded, crisp, well colored	case		
55	Lettuce, romaine salad blend, US no. 1 domestic, crisp, well colored	5# bag		
56	Lettuce, romaine salad blend, US no. 1 domestic, crisp, well colored	case		
57	Lettuce, bibb hydro, well colored, crisp	case		
58	Lettuce, romaine, crisp, well colored, chopped	2# bag		
59	Limes, medium size, smooth skins	doz		
60	Mango, yellow flesh, close to ripened			
61	Mushrooms, firm, medium in size			
62	Nectarines, US no. 1, freestone, well colored with smooth, unblemished skins	case		
63	Mandarin oranges, US fancy, dark orange in color	case		
64	Onions, green, white ends with tender green tops, US no. 1			
65	Onions, red, jumbo	5# bag		
66	Onions, yellow, jumbo	5# bag		
67	Onions, yellow, diced			
68	Oranges, seasonal (Valencia, Navel, Temple), US no. 1, firm, orange in color, uniform color	case		
69	Parsley, mild, green, consistent in color, fresh			
70	Peaches, medium to large, US no. 1, skin color is yellow to red-yellow, no bruised, green, or discolored fruit	case		
71	Pears, Anjou, US no. 1	case		
72	Pears, Bartlett, US no. 1	case		
73	Pears, red, US no. 1	case		
74	Peppers, green, firm, bright green in color, US no. 1, medium to large in size			
75	Peppers, red, firm, brightly colored, US no. 1, medium to large in size			
76	Peppers, orange, firm, brightly colored, US no. 1, medium to large in size			

77	Peppers, yellow, firm, brightly colored, US no. 1, medium to large in size			
78	Peppers, (red, orange, yellow), firm, brightly colored, sliced			
79	Pineapple, US no. 1, ripe, medium to large in size			
80	Pineapple, ripe, fresh, uniform cut pieces IW 50/2 oz	IW 50/2 oz		
81	Plums, US no. 1, blue, black, or red variety	case		
82	Pluots, vibrant color and skin free of blemishes	case		
83	Potatoes, baking russet, fairly clean, firm, smooth	case		
84	Potatoes, red, fairly clean, firm, smooth			
85	Potatoes, sweet, baking, US no. 1, fairly clean, firm and smooth	case		
86	Satsuma, orange to yellow - orange skin	case		
87	Spinach, baby, flat leaf, triple washed, fresh crisp leaves with nice green coloring, US no. 1			
88	Spring mix, lettuce blend, fresh			
89	Squash, butternut, cubed			
90	Squash, yellow, straight neck, US no. 1, firm, shiny, tender			
91	Squash, zucchini, US no. 1 firm, dark green in color, tender	case		
92	Squash, zucchini, US no. 1 firm, dark green in color, tender	5#		
93	Strawberries, US no. 1, medium to large, plump, firm, bright even red color, caps that are green and fresh and in place			
94	Sugar snap peas, US no. 1, dark green, washed			
95	Tangerines, US no.1, deep orange color	case		
96	Tomato, cherry, US no. 1, bright shiny skins, firm flesh			
97	Tomatoes, round, US no. 1, bright shiny skins, firm flesh			
98	Tomatoes, grape, US no. 1, grape size, bright skin and firm flesh			
99	Tomatoes, grape, US no. 1, grape size, bright skin and firm flesh, IW 100/2.0 oz	IW 100/2 oz		

100	Tomatoes, grape, yellow, firm flesh			
101	Tomatoes, heirloom cherry tomatoes, firm flesh			
102	Turnips, white or white with purple top, flesh is smooth and crisp, washed			
103	Watermelon, seedless, US no. 1, Crimson sweet, Royal sweet, Black diamond, Jubilee or similar variety; 20# minimum (24# average)			
104	Watermelon, seedless, cubed or chunks, bulk packed			
105	Watermelon, seedless, chunk cups, 50/2 oz	IW 50/2 oz		

ATTACHMENT C

Vendor Bid Form

Notice to Bidders:

It is essential that the submitted bid complies with all requirements contained in this IFB. The undersigned bidder agrees, if all or part of this bid is accepted, to enter into an agreement with the School Nutrition Program on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This bid is submitted to: Carrollton City Schools Board of Education
School Nutrition Program

This bid is submitted on this date: _____.

This bid is valid for 60 days from the date of the public opening of bids.

Communications and questions regarding this bid are to be directed to:

Contact Person:

Position:

Email Address:

Phone Number:

Checklist for the Bidder:

The following documents are attached and made part of the bid. Check all that apply.

✓	Document
	Contract Signature Page
	Vendor Bid Form
	Lobbying Certificate and Disclosure
	Bid Specifications
	Debarment and Suspension Form
	Anti-Collusion Affidavit
	Vendor Affidavit
	Vendor Reference Form
	Bid Exception Form
	Recall Information

Bid Pricing:

Unless items are specifically excluded in the bid, the School Nutrition Program shall deem the bid to be complete and shall not be charged any cost above and beyond the bid amount as set forth by the bidder herein.

Authorized Signature of Bidder:

This bid form must be signed by an individual with actual authority to bind the company.

Company Type:

____ Sole Proprietorship ____ Partnership ____ Corporation ____ Joint Venture

Bidder Attests That:

He/she has thoroughly reviewed this IFB and that this bid response is submitted in accordance with the IFB requirements.

Company Name	
Federal ID #	
Company Address	
Signature	
Printed Name and Title of Person Signing	
Email Address	
Witness' Signature	
Printed Name of Witness and Title	

Attachment D

Delivery Sites for Carrollton City Schools Nutrition Program

All items will be delivered to the following schools/locations:

<i>School Name</i>	<i>Address</i>	<i>Manager</i>
Carrollton High School	201 Trojan Drive, Carrollton, GA	Carole Thrower 770-834-7726
Carrollton Middle School	151 Tom Reeve Dr., Carrollton, GA	Tonya McCubbin 770-832-6535
Carrollton Upper Elementary School	510 Ben Scott Blvd, Carrollton, GA	Geraldina Herrera 770-830-0997
Carrollton Elementary School	401 Ben Scott Blvd, Carrollton, GA	Keila Carter 770-832-2120

Additional Contact - In the event that there is a problem with delivery or additional information is needed to make a delivery, please contact Jill Horsley, Carrollton City BOE at 770-832-9633 ext 3023.

Attachment E
Lobbying Form and Disclosure

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none">a. contractb. Grantc. cooperative agreementd. Loane. loan guaranteef. loan insurance <p>2. Status of Federal Action:</p> <ul style="list-style-type: none">a. bid/offer/applicationb. initial awardc. post-award	<p>3. Report Type:</p> <ul style="list-style-type: none">a. initial filingb. material change <p>For material change only:</p> <p>Year _____ quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p style="margin-left: 40px;">____ Prime ____ Sub awardee</p> <p style="margin-left: 100px;">Tier____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p> 	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p> 	<p>9. Award Amount, if known:</p> <p style="margin-left: 40px;">\$</p>

10. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	11. Individuals Performing Services <i>(including address if different from #10)</i>
<p>12. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Phone #.: _____ Date: _____</p>
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT F

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This form is available electronically.

OMB Control No. 0505-0027

Expiration Date: 04/30/2022



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customed\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customed) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20260-9410; (2) fax: (202) 890-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment G
Bid Exception Form

Vendor Name:		Date:
Number and Title of each section of IFB that bidder takes exception	Number and Title: Section:	Number and Title: Section:
Specific sentence within each section	Sentence:	Sentence:
Alternate provisions proposed by bidder	Alternate:	Alternate:
Vendor's Authorized Signature:		
Vendor's Printed Authorized Name:		
Title:		

**Attachment H
Anti-Collusion Affidavit**

State of: Georgia
County: Carroll
City: Carrollton

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____, 2021.

Notary Public _____

My commission expires: _____

**Attachment I
Vendor Affidavit**

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. 13-10-91(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Carrollton City Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned vendor will continue to use the federal work authorization program throughout the contract period and the undersigned vendor will contract for the physical performance of services in satisfaction of such contract only with sub vendors who present an affidavit to the vendor with the information required by O.C.G.A. 13-10-91 (b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Name of Vendor _____

E-Verify Number (4 to 6 digit number) _____

Date of Authorization _____

Carrollton City Board of Education

I hereby declare under penalty of perjury that the foregoing information is true and correct.

Executed on this _____ day of _____, 2021 in
_____(city), _____ (state)

Signature of Authorized Officer or Agent _____

Printed Name of Authorized Officer or Agent _____

Title of Authorized Officer or Agent _____

Subscribed and sworn before me

On this _____ day of _____, 2021

Notary Public

My Commission Expires: _____

Attachment J
Vendor Reference Form

As part of the IFB process, the SFA requires suppliers to submit business references within this solicitation. The purpose of these references is to document the experience relevant to the scope of work and aid in the award process.

Vendor Name:			IFB Solicitation #	
Business or School System Name	Address	Contact Name and Phone Number	E-mail address	Date of service To/From

ATTACHMENT K
Food Recall Notification

Vendor:	
Food Recall Contact Name:	Backup Contact Name:
Food Recall Contact Email Address:	Backup Contact Email Address:
Food Recall Contact Phone Number:	Backup Contact Phone Number:

Recall Contact Information for Carrollton City Schools

Director's Name: Laura Malmquist	Backup Contact Name: Jill Horsley
Director's Email Address: laura.malmquist@carrolltoncityschools.net	Backup Contact Email Address: jill.horsley@carrolltoncityschools.net
Director's Phone Number: 770-832-9633 ext 3003	Backup Contact Phone Number: 770-832-9633 ext 3023

Attachment L

Civil Rights Assurance

Carrollton City Schools hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Carrollton City Schools agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Carrollton City Schools District, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of Carrollton City Schools.


Signature(s)

5-11-23
Date

Printed Name: Laura Malmquist

Title: School Nutrition Director